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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
LOCAL 191 I.B.E.W. HEALTH AND
WELFARE TRUST FUND; LOCAL 191
I.B.E.W. MONEY PURCHASE PLAN;
NORTHWEST WASHINGTON
ELECTRICAL INDUSTRY JOINT
APPRENTICESHIP & TRAINING
TRUST; NATIONAL ELECTRICAL
BENEFIT FUND.

NO.

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT

Plaintiffs,

V.

FARGO ELECTRICAL INC., a
Washington corporation, UBI NO.
604568927.

Defendant.

For their complaint, plaintiffs allege as follows:

I. PARTIES & JURISDICTION

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 1

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1. Plaintiffs are the Boards of Trustees of the Local 191 I.B.E.W. Health and Welfare Trust Fund, the Local 191 I.B.E.W. Money Purchase Plan, the Northwest Washington Electrical Industry Joint Apprenticeship and Training Trust, and the National Electrical Benefit Fund (collectively, “Trust Funds”).

2. The Trust Funds are joint labor-management trust funds under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001 *et seq.* as amended. The Trust Funds bring this action pursuant to sections 502(a)(3) and 515 of ERISA, 29 U.S.C. §§1132(a)(3) and 1145.

3. Fargo Electrical Inc. is a Washington corporation (hereafter "Fargo"), engaged in business within the jurisdiction of this Court, and such business affects commerce within the meaning of Section 301(a) of the Act.

4. Fargo's primary business location is 11900 NE First Street, Suite 3609, Building G, Bellevue, Washington 98005.

5. Jurisdiction over the defendant is conferred by Sections 502(g)(2) and 515 of ERISA. 29 U.S.C. §§1132(g)(2) and 1145.

6. ERISA §502, 29 U.S.C. §1132 provides that suit may be brought to enforce the terms of the Trust Agreements and for the collection of delinquent contributions.

7. This court has subject matter jurisdiction pursuant to Section 502(a)(3) of ERISA, 29 U.S.C. 1132(a)(3).

II. VENUE

8. The Trust Funds are administered in King County, Washington.

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 2

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1 9. Pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), venue is
2 appropriate in this Court.

3 III. CAUSE OF ACTION: BREACH OF COLLECTIVE BARGAINING AGREEMENT

4 10. Plaintiffs re-allege the facts set forth in paragraphs 1 through 9 above as if
5 stated fully herein, and further allege as follows:

6 11. At all times material, Fargo has been signatory to the Inside Wireman
7 collective bargaining agreement (“CBA”) with Cascade Chapter, N.E.C.A. and the Trust
8 Funds. A true and correct copy of the Letter of Assent is attached as Exhibit A.

9 12. On July 15, 2020, Raymond Restrepo, identifying himself as “CEO” executed
10 the attached Letter of Assent on behalf of Fargo.

11 13. Fargo’s Letter of Assent further provide that the Assent “... shall remain in
12 effect until terminated by the undersigned employer giving written notice to the Cascade
13 Chapter NECA and to the Local Union at least one hundred fifty (150) days prior to the then
14 current anniversary date of the applicable approved labor agreement.”

15 14. Fargo has not terminated its Letter of Assent.

16 15. The Letter of Assent incorporates by reference the terms and conditions of the
17 following collective bargaining agreements (“CBAs”):

18 *Inside Wireman Collective Bargaining Agreement between Cascade
19 Chapter, National Electrical Contractors Association and Local Union
#191 International Brotherhood of Electrical Workers (“Inside Wireman
Agreement”)*

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22
COMPLAINT FOR BREACH OF COLLECTIVE
BARGAINING AGREEMENT – 3

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1 16. By signing the Letter of Assent, Fargo agreed to make fringe benefit
2 contributions to the Trust Funds and agreed “to comply with, and be bound by, all of the
3 provisions contained in said current and subsequent approved labor agreements.”

4 17. The CBA states that signatory employers agree “to be bound by the provisions
5 of the Trust Agreements creating the jointly trustee funds, and all amendments hereafter
6 adopted and agrees to accept as its representatives, the initial Employer Trustees and their
7 lawfully appointed successors.”

8 18. The CBA and Trust Agreements require Fargo to make contributions to the
9 Trust Funds on behalf of covered employees.

10 19. Fargo has not terminated its CBA.

11 20. At all material times, Fargo has employed employees for whom employee
12 benefit contributions are due pursuant to the terms of the CBA and Trust Agreements.

13 21. Fargo has failed to timely make employee benefit contributions to the Trust
14 Funds beginning from February 2021.

15 22. Fargo owes \$1,976.54 in contributions to the Trust Funds for February 2021.

16 23. Fargo owes an unknown amount of contributions to the Trust Funds for March
17 2021 through current. The total amount shall be proved on motions or at trial.

18 24. Under the terms of the Trust Agreements and CBA, and under federal statutory
19 law, Fargo is obligated to pay liquidated damages, interest, reasonable attorney’s fees, and
20 costs and expenses of suit.

21 25. Fargo owes \$347.61 in liquidated damages and \$103.89 in interest (calculated
22 through October 26, 2021) for February 2021.

COMPLAINT FOR BREACH OF COLLECTIVE
BARGAINING AGREEMENT – 4

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26. Fargo owes an unknown amount in liquidated damages, interest, attorney's fees and costs for March 2021 through current. The total amount shall be proved on motions or at trial.

IV. PRAYER FOR RELIEF

Plaintiffs request the Court enter the following relief:

- A. For judgment against Fargo Electrical Inc. for \$1,976.54 in contributions, \$347.61 in liquidated damages and \$103.89 in interest (through October 26, 2021),
 - B. For judgment against Fargo Electrical Inc. for all amounts found to be due and owing for February 2021 through the date of judgment herein;
 - C. For such other and further relief as this court deems just and equitable.

DATED this 2nd day of November, 2021.

/s/ Douglas M. Lash
Douglas M. Lash, WSBA # 48531
BARLOW COUGHREN
MORALES & JOSEPHSON, P.S.
Attorneys for the Plaintiff Trust Funds

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 5

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EXHIBIT A

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize¹ Cascade Chapter NECA

as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent

approved² Inside Wireman

labor agreement between the

¹ Cascade Chapter NECA

and Local Union³ 191, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the⁴ 14th day of July, 2020.

It shall remain in effect until terminated by the undersigned employer giving written notice to the

¹ Cascade Chapter NECA

and to the Local Union at least one hundred fifty (150)

days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Fargo Electrical Inc.

Phone: (206) 247-0423

⁵ Name of Firm

11900 N.E. 1st St. Suite 300

Street Address/P.O. Box Number

Bellevue, WA 98005

Email: r.restrepo@fargoelectrical.com

City, State (Abbr.) Zip Code

⁶ Federal Employer Identification No. 84-4361451

SIGNED FOR THE EMPLOYER

BY: Raymond Restrepo

(original signature)

NAME: Raymond Restrepo

TITLE/DATE CEO

7/15/2020

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

July 17, 2020

Lonnie R. Stephenson, Int'l President
This approval does not make the International a party to this agreement

SIGNED FOR THE UNION¹ 191, IBEW

BY: Craig A. Jones

(original signature)

NAME: Craig A. Jones

TITLE/DATE Business Manager

7/15/2020

INSTRUCTIONS (All items must be completed in order for assent to be processed)**¹ NAME OF CHAPTER OR ASSOCIATION**

Insert full name of NECA Chapter or Contractors Association involved.

² TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

³ LOCAL UNION

Insert Local Union Number.

⁴ EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

⁵ EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

⁶ FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

⁷ SIGNATURES**⁸ SIGNER'S NAME**

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.